

**AGREEMENT**

**between the**

**CAPE MAY COUNTY TECHNICAL HIGH SCHOOL  
EDUCATION ASSOCIATION**

**and the**

**CAPE MAY COUNTY TECHNICAL HIGH SCHOOL  
BOARD OF EDUCATION**

**JULY 1, 2006**

**through**

**JUNE 30, 2009**

## TABLE OF CONTENTS

PREAMBLE .....	3
ARTICLE I: RECOGNITION CLAUSE.....	4
ARTICLE II: NEGÓTIATION OF A SUCCESSOR AGREEMENT .....	5
ARTICLE III: GRIEVANCE PROCEDURE .....	6
ARTICLE IV: EMPLOYEE RIGHTS .....	11
ARTICLE V: ASSOCIATION RIGHTS AND PRIVILEGES .....	12
ARTICLE VI: EMPLOYEE WORK YEAR.....	14
ARTICLE VII: EMPLOYEE WORK HOURS.....	18
ARTICLE VIII: EMPLOYMENT AND RENEWAL OF PERSONNEL .....	23
ARTICLE IX: VACANCIES, REASSIGNMENT AND NEW POSITIONS:	
ALL EMPLOYEES .....	24
ARTICLE X: EMPLOYEE EVALUATION .....	25
ARTICLE XI: SICK LEAVE .....	26
ARTICLE XII: EXTENDED LEAVES OF ABSENCE .....	29
ARTICLE XIII: PERSONAL LEAVE .....	35
ARTICLE XIV: SABBATICALS .....	36
ARTICLE XV: REIMBURSEMENT .....	38
ARTICLE XVI: SALARY .....	39
ARTICLE XVII: INSURANCE .....	43
ARTICLE XVIII: TRANSFERS.....	45
ARTICLE XIX: PROTECTION OF EMPLOYEES AND PROPERTY.....	46
ARTICLE XX: BOOKS & OTHER INSTRUCTIONAL MATERIALS & SUPPLIES	47

ARTICLE XXI: TEACHER - ADMINISTRATION COUNCIL .....	47
ARTICLE XXII: MAINTENANCE OF CLASSROOM CONTROL & DISCIPLINE.	48
ARTICLE XXIII: IN-SERVICE .....	48
ARTICLE XXIV: MANAGEMENT RIGHTS .....	48
ARTICLE XXV: EXTRACURRICULAR ACTIVITIES .....	49
ARTICLE XXVI: REPRESENTATION FEE.....	49
ARTICLE XXVII: DURATION OF AGREEMENT .....	52
APPENDIX A ..... Grievance Form .....	A-1
APPENDIX B ..... Personal Leave Form .....	B-1
APPENDIX C ..... Schedule of Salaries.....	C-1
APPENDIX D ..... Extra Curricular Schedule .....	D-1
APPENDIX E ..... Health Benefit Comparison.....	E-1

## **PREAMBLE**

This agreement entered into this 7<sup>th</sup> day of February 2007 between the Board of Education of the Technical School in the County of Cape May (New Jersey) hereinafter called the "Board," and the Cape May County Technical High School Education Association, hereinafter called the "Association," is for the purpose of mutually recording terms and conditions for employment and is entered into after negotiations pursuant to Chapter 303 of the Public Laws of 1968 of the State of New Jersey.

The Association is the representative of the employees, hereinafter designated with respect to terms and conditions of employment. This agreement is effective on July 1, 2006, and expires on June 30, 2009.

## ARTICLE I: RECOGNITION CLAUSE

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full time personnel, inclusive of: teachers (emergency, alternate route, and regularly certificated); library/media specialists; coordinators; guidance personnel; in-school suspension monitor; staff development specialists; aides; secretaries; and custodial/maintenance personnel; but excluding administrative, supervisory and confidential personnel.
- B. Within this agreement the term "employee" shall refer to all certified teaching personnel: emergency, alternate route, and regularly certified; secretaries/clerical workers; custodial/maintenance personnel; cafeteria aides; and aides unless specifically excluded below. Where terms and conditions apply only to a specific group that group shall be clearly identified.
- C. Excluded from this agreement shall be: the Superintendent; Assistant Superintendent; Board Secretary; Principals; Assistant Principals; Secretary to the Superintendent; Assistant to the Business Administrator/Board Secretary; Public Relations Coordinator; Enrollment Coordinator; Technology Coordinator; Technology Specialists; Payroll Clerk; secretary bookkeeping/personnel; secretary/purchasing; administrative secretary/ business office, directors, and supervisors who are responsible for the evaluation and supervision of others; part-time employees (those working less than twenty-five hours per week); temporary employees and those working in funded programs such as WIB work-study and summer employees.

- D. In the event there is a disagreement between the parties as to the inclusion or exclusion of personnel from the coverage of this Agreement, and the parties are unable to resolve same, the matter shall be promptly referred to the Public Employment Relations Commission by the moving party for the resolution of the dispute.
- E. All uses of singular gender shall include plural.

## **ARTICLE II: NEGOTIATION OF A SUCCESSOR AGREEMENT**

### **A. DEADLINE DATE**

The parties agree to enter into collective negotiations over a successor agreement pursuant to Chapter 303 of Public Laws of 1968 of the State of New Jersey, as amended by Chapter 123, Public Laws of 1974: (NJSA 34:13A-1 to 34:13A-13) in good faith effort to reach agreement on all matters concerning the negotiable terms and conditions of employment. Negotiations shall begin according to the PERC guidelines, but not later than November 1<sup>st</sup> of the year preceding the expiration of the contract. Any agreement so negotiated shall apply to all employees, be reduced to writing, and be ratified and signed by the Board and the Association.

### **B. MODIFICATION**

This Agreement shall not be modified wholly or in part at any time by the parties except by an instrument in writing duly executed by both parties.

### **C. NEGOTIATING TEAM AUTHORITY**

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be given the all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations. The full Board and the Association retain the right to ratify or reject any agreements reached during negotiations.

## **ARTICLE III: GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

#### **1. GRIEVANCE**

A 'grievance' shall mean a complaint by a unit member or members that there has been a personal loss, injury because of a violation, misinterpretation, or inequitable application of: Board Policy; this Agreement; or an administrative decision affecting the unit member(s).

#### **2. GRIEVANT**

A grievant is the person or persons, or the Association, making the claim on behalf of the employee or group of employees, or the Association on behalf of itself.

#### **3. PARTY IN INTEREST**

A party in interest is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against whom action may be taken in order to resolve the claim.

#### **4. SUBMISSION OF GRIEVANCE**

Each grievance shall be submitted by the grievant party in writing on the Grievance form (Appendix A) and shall contain those specifics which are required by the referenced form.

#### **B. PURPOSE**

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the grievance, which may from time to time arise affecting the employees. Both parties agree that these proceedings will be kept informal and confidential.

#### **C. PROCEDURE**

##### **1. TIME LIMITS**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Parties may agree whenever practicable to expedite grievances filed during the last thirty (30) days of the school year. Ten (10) month employees will be regulated by the 10 month school calendar, twelve (12) month employees will be regulated by the 12 month work day calendar. All levels in the grievance process will be based on the 10 month school day/12 month work day calendar as per the employment status of the grievant.

## **2. LEVEL 1 – Supervisor/Principal**

A grievant shall first discuss the grievance with his/her Principal or immediate supervisor within two weeks (14 calendar days) of the alleged act with the objective of resolving the matter informally. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, at the end of this time he/she shall set forth this exact grievance in writing within seven (7) school days to the Grievance Chairperson, and/or supervisor/Principal. Said administrator shall communicate his/her decision to the grievant in writing within seven (7) school days of the receipt of the written complaint.

## **3. LEVEL 2 – Superintendent**

If the grievant is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within ten (10) school days thereafter, the grievant shall prepare a letter to simply and concisely state the grievance and contain a statement of the relief sought. The grievant or the Association shall refer the letter to the Board's Superintendent within ten (10) school days. The Superintendent will attempt to resolve the grievance as expeditiously as possible within a period not to exceed ten (10) school days of receipt of the letter. The Superintendent shall communicate his/her decision in writing along with supporting reasons, to the grievant and the Principal.

#### **4. LEVEL 3 – School Board**

If the grievant is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been reached within ten (10) school days, within fifteen (15) school days thereafter the grievance may be referred to the Board, in writing, through its secretary, for further consideration. The Board shall review the case and shall hold an informal hearing with the grievant. If no satisfaction by mutual agreement is realized within forty (40) calendar days of the hearing, the grievance within twelve (12) school days may be submitted to advisory arbitration by the written request of the Association or the grievant. Copies of such requests shall be sent to all parties in interest.

#### **5. LEVEL 4 – Arbitrator**

a. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from the arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may make a request for a list of arbitrators to the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

b. The arbitrator so selected shall issue his/her decision and award in compliance with the rules and regulations of the appointing agency. The arbitrator's decision shall be in writing and shall set forth his/her findings of

fact and law, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can neither add nor subtract anything from the agreement between the two parties. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory only on the parties. However, if the Board rejects three (3) advisory arbitration awards in a row, the next arbitration award shall be binding.

- c. The fees and all expenses of the arbitrator, including but not limited to the transcript, shall be shared equally by the Board and the Association.

#### **D. RIGHTS OF MEMBERS TO REPRESENTATION**

1. Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by representatives selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board, any member of the administration, the Association, or any representative of the Association, against any individual for participation or failure to participate in the grievance procedure.

## **E. MISCELLANEOUS**

### **1. MEETINGS**

All meetings under this procedure shall be conducted in private and shall include only the parties in interest and their representatives. At the request of either party, witnesses shall be segregated or sequestered.

### **2. TIME LIMIT**

A grievance may not be initiated at any level after two weeks (14 days) of the alleged act.

### **3. TIME LOSS**

If the parties mutually agree to schedule any step of the grievance procedure during school hours, there shall be no loss of pay or benefits to the individuals involved.

4. Failure of the Board or its agents to respond within the time limits set forth in this Article will give the aggrieved party the right to appeal the grievance to the next level within the established time limits. Failure of the grieved party to appeal a decision at any level within the time permitted shall constitute resolution of the grievance at that level.

## **ARTICLE IV: EMPLOYEE RIGHTS**

A. No employee shall be discharged, disciplined, reprimanded, reduced either in rank or compensation, deprived of any advantage, or given an adverse evaluation of his/her professional services without a valid reason.

**B. Required Meetings or Hearings**

Whenever an employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in: his/her office, position, or employment, or, the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

**C.** The Board and the Association agree that no employee be required under any circumstances to transport a student in a private automobile.

**D.** The Board hereby agrees that every employee shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations.

**ARTICLE V: ASSOCIATION RIGHTS AND PRIVILEGES**

**A. RELEASE TIME FOR MEETINGS**

Whenever any representative of the Association or any employee participates in mutually scheduled meetings during: working hours, negotiations, conferences or other meetings, he/she shall suffer no loss in pay.

1. The Board realizes the constructive nature of the Association's position of President and will arrange his/her schedule so that whoever is filling this position will have time to make the many contacts this position requires without impacting upon the person's teaching ability. Additionally, the person

who holds the Association President position at the start of the school year shall not be assigned duties or a duty period for the duration of his/her Presidency.

## **B. USE OF SCHOOL BUILDINGS**

The Association and its representatives shall have the use of school buildings at all reasonable hours when not otherwise in use for meetings, following approval by the building Principal. The Principal shall be notified at least forty eight (48) hours in advance of the time and place of all such meetings.

## **C. USE OF SCHOOL EQUIPMENT**

The Association may use designated school facilities and shall be assigned a photocopier, personal computer, VCR/DVD player and a monitor when not otherwise in use. This equipment can only be utilized when the function for which it is primarily intended is not being used or assigned to a particular person in the course of their employment. None of the equipment referred to in this paragraph may be removed from the school premises. The Association shall pay for the cost of all materials and supplies pertaining to such use, and/or any repairs necessitated as a result thereof. The cost to the Association shall be same as the cost to the district.

## **D. BULLETIN BOARDS**

The Association shall have, in each school building, the use of a bulletin board in the employees' dining room. All materials must be approved by the Association President. Copies of all materials to be posted on such bulletin boards shall be given to the Principal prior to posting but no approval shall be required.

No material of a political nature shall be posted.

#### **E. MAIL FACILITIES AND MAIL BOXES**

The Association shall have the right to use the intra-district mail facilities and school mail boxes as it deems necessary upon notifying the Principal or other members of the administration. No material of a political nature shall be placed in the facilities, unless in sealed envelopes which do not disclose the nature of the material contained therein.

#### **F. POLICIES**

The Association Secretary shall receive a hard copy of all new policies and procedures for inclusion in the Association's copy of the policy book within sixty (60) days of a Board of Education meeting.

### **ARTICLE VI: EMPLOYEE WORK YEAR**

#### **A. IN-SCHOOL WORK YEAR**

##### **DEFINITION OF IN-SCHOOL WORK YEAR**

1. The in-school work year shall include days when students are in attendance, orientation days, and any other days in which attendance is required.

##### **2. TEN (10) MONTH EMPLOYEES**

###### **a. 10 Month personnel employed during the In-School Work Year:**

The in-school work year for teachers and aides employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed a hundred and eighty-five (185) days.

**b. 10 Month Personnel Employed Outside the In-School Work Year:**

Employees whose job, in the view of the Board, requires them to work days in addition to their ten (10) month contract at a time other than the in-school work year shall be so notified prior to April 30<sup>th</sup> for the subsequent school year. Payment for this time worked shall be as per a supplemental contract outlining the number of days to be worked, not to exceed twenty-two (22) days, and the rate of pay based on the employee's per diem rate for the year in which employment occurs. The days when the work is assigned to occur shall be developed by the administrator in consultation with the employees involved.

**3. TWELVE (12) MONTH EMPLOYEES**

a. Twelve (12) month teachers, aides, secretaries/clerical workers, and maintenance workers/custodians shall be employed from July 1<sup>st</sup> to June 30<sup>th</sup> not to include days designated by the Board as holidays.

When an employee is on extended leave of absence, using accumulated benefit days, and that employee regularly works twelve months, vacation and personal time will not accrue during leave of absence.

b. Vacation days for personnel serving under twelve (12) month contracts are earned on an accumulative per month basis up to a total of twenty-two (22) vacation days per year. Two (2) vacation days are credited for each month with the exception of July and August during which one (1) day will be credited for each month. The number of days earned will be based only on whole months served in the contract.

Vacation days are available for twelve (12) month employees only and may not be taken by teachers when students are in attendance, during in-service days, or on other days when teacher attendance is required, unless permission is granted by the Superintendent. Other employees may take vacation days at these times with permission of the Superintendent.

A vacation day application shall be made at least three (3) work days prior to the day to be taken. All requests for leave must receive supervisor approval and meet the requirement of being at a time convenient for the best operation of the school system.

Unused vacation days may be carried over from one year (June 30<sup>th</sup>) to the next year (July 1<sup>st</sup>) up to an accumulated total of thirty-three (33) such days available for vacation purposes. Each employee who has used at least ten (10) days of vacation in a year (July 1<sup>st</sup> – June 30<sup>th</sup>), may cash out five (5) vacation days at their per diem rate.

An employee who resigns outside the terms of their contract or is terminated forfeits any claims to vacation days that he/she does not use prior to the last day on the job. The Board may not pay for the unused vacation days of these employees.

#### **4. EMERGENCY SCHOOL CLOSINGS**

##### **a. TEN (10) MONTH EMPLOYEES**

1. Attendance shall not be required whenever student attendance is not required due to inclement weather or some other emergency.

2. Any employee already off work for an illness or a personal day shall not be charged for that day.

**b. TWELVE MONTH EMPLOYEES**

1. During emergency closings custodians, as designated by their supervisor and/or the Principal, shall report to work as necessary.
    - (a) The employee must come to work to get credit for working. If the Superintendent directs the employee to stay home or to leave early, the employee will be credited with a full day's work.
    - (b) An employee already off work for illness shall be charged a sick day.
  2. The following options may be exercised when school is closed to students due to inclement weather or some other emergency:
    - (a) The employee may come to work and get credit for working. If the employee is unable to arrive on time or if the weather becomes worse, causing the Superintendent to direct the employee to leave early, the employee will be credited with a full day's work.
    - (b) After conferring with his/her immediate supervisor, the employee may choose to remain at home. The employee shall have the option of designating the day as one of either personal or vacation leave.
    - (c) An employee already off work for illness shall be charged with a sick day.
- c. Twelve (12) month secretarial staff will not be requested to work when the determination is made that the district is closed. This will be conveyed

to those staff affected through the school notification system. The custodial/maintenance staff will report to work at a time designated by their supervisor.

## **ARTICLE VII: EMPLOYEE WORK HOURS**

### **A. EMPLOYEE DAY**

#### **1. CHECK-IN AND CHECKOUT PROCEDURE**

Employees shall record their presence for work by indicating the exact time of arrival and departure in the appropriate column of the "sign-in" roster in the building or as directed by the administration. In cases where the above has not been adhered to, the "sign in" roster will be changed to reflect the accurate time after the employee and his/her manager have discussed the matter.

#### **2. LENGTH OF DAY**

The starting and ending of the workday shall be determined by the Superintendent but must be approved by the Board. Starting and stopping times which deviate more than two (2) hours from the regularly established hours must be acceptable to both parties.

##### **a. Regular teachers, media specialists and aides: 7 hours**

1. The teacher day will consist of eight (8) periods plus lunch.
2. Teachers shall have six (6) instructional periods, one (1) duty period, and one (1) preparation period. Preparation period shall be defined as: lesson planning, interdisciplinary planning, parental contact, meeting with an administrative liaison, entering homework hotline information on

classroom telephone. Duty period shall be defined as daily supervision responsibility, such as, bus duty, cafeteria duty, corridor duty.

- 2/15/50
- 4/5  
\$5400
- +320
3. Any certified employee assigned to more than four (4) consecutive instructional periods, shall receive a \$500.00 stipend for the year.
  4. Teachers may volunteer to teach an additional period in lieu of their assigned duty period. Teachers who are assigned an additional teaching period in lieu of their assigned duty period shall be compensated at the rate of \$5,400 of pensionable income. Courses that are shorter than 180 days in length shall be prorated at \$30 per period. Seniority would control when two or more people apply, provided that all other qualifications are equal, as determined by the administration.
- b. Certified personnel other than regular classroom teachers: 7 1/2 hours, i.e., coordinators and guidance personnel
- c. Custodians/Maintenance: 8 hours
- d. Secretaries: 7 1/2 hours

### 3. OVERTIME

Custodians and secretaries shall be paid at time and a half for time which they actually work in excess of forty (40) hours in any work week unless mutually agreed to compensatory time is given. Benefit days not worked are to be assigned toward the forty (40) hours or beyond. Only time which has been counted by management will be counted.

- a. Overtime assignment/distribution shall be based on seniority in job classification or specific skill required. All custodial/maintenance

employees, day or evening shift, shall have the opportunity to accept or decline overtime assignments according to the rotation schedule. If an overtime assignment requires no special license (Black Seal), or job specific training, it will be offered to the entire department on a rotation schedule according to seniority. An employee who accepts or declines an overtime assignment shall have his/her name placed on the bottom of the overtime list. If no member of the department voluntarily chooses the assignment, the least senior member of the department shall be assigned, according to a reverse seniority rotational schedule.

- b. Weekend security watch and call backs shall continue to occur as the current practice. The employees shall continue to have the right to switch off assigned days with supervisor's approval. If the supervisor chooses to change an employee's watch, the employee shall trade watch dates subject to possession of appropriate licenses.
- c. Scheduled non-emergency overtime on holidays shall be at a rate of two and one half (2 1/2) times the regular rate of pay.

#### **4. SCHOOL EMERGENCIES**

Every attempt will be made to notify employees when their attendance shall not be required because of school emergencies.

#### **5. LUNCH PERIODS**

All employees shall have a duty-free lunch period. They shall recognize their responsibilities and perform accordingly under emergency conditions. Employees may leave school facilities with prior written notification to their

immediate supervisor or his/her designee and notification in the sign in/out book.

## **6. LATENESS**

All employees are expected to report on time and to follow the check-in procedure. Persons reporting late for work will be charged a late arrival. Six (6) late arrivals will result in the charge of a personal day. Any lateness beyond one (1) hour will be charged a half (1/2) personal day. A lateness beyond two (2) hours will result in the loss of a full (1) personal day. Employees who expect to be more than fifteen (15) minutes late shall contact their supervisor to explain the circumstances of their lateness and advise as to when they expect to report to work. In the event the member has exhausted his/her personal days one (1) sick day will be charged. If no sick days are available the member will be charged one (1) day's pay. This provision will also apply to lunch periods.

## **7. LEAVING EARLY**

In cases of emergencies or hardship, employee requests to leave before normal ending time must be submitted to the immediate supervisor.

## **8. BREAKS**

Breaks for secretaries, custodians/maintenance, and aides are not to exceed a maximum of fifteen (15) minutes per break, one (1) during the first half of their shift and one (1) during the second half of their shift. The employees have the option to use the second break combined with their lunch and to not exceed forty-five (45) minutes, upon their supervisor's approval.

## **B. MEETINGS**

1. Teachers and aides may be required to remain after the end of the regular work day without additional compensation for the purpose of attending formal faculty meetings or other professional meetings for a maximum of two (2) days each month and for a maximum of four (4) hours per month when needed except in the case of emergencies when additional meetings may be needed. This provision does not apply to teachers new to the district who may be required to participate in additional meetings. Teachers will not be required to attend more than four (4) evening assignments each school year without additional compensation.
  - a. When staff is required to return to the school for an evening assignment, staff will be dismissed at the same time as the students.
2. Secretaries/clerical workers and custodians/maintenance workers may be required to remain after the end of the regular work day without additional compensation, for the purpose of attending formal meetings for one (1) day each month for a maximum of two (2) hours per month when needed except in the case of emergencies when additional meetings may be needed.

## **C. TEACHER COVERAGE**

1. Instructors will provide supervision at all times for students who are assigned to them and will provide supervision at other times and in areas other than the classroom when they observe unsatisfactory student behavior.

2. When a teacher is assigned by the administration to cover the teaching class period of another teacher, the assigned teacher shall be paid \$30.00 for each preparation period lost.

## **TEACHERS RESPONSIBILITIES**

Normal teaching responsibilities shall include developing, modifying, or maintaining an up-to-date course of study outline and proficiencies for the subjects assigned to each teacher. This is exclusive of curriculum writing.

## **ARTICLE VIII: EMPLOYMENT AND RENEWAL OF PERSONNEL**

### **CERTIFICATION**

The Board agrees to attempt to hire teachers holding certificates issued by the New Jersey Board of Examiners for every teaching assignment.

### **NOTIFICATION**

Teachers with standard certificates, secretaries/clerical workers, custodians/maintenance workers and twelve (12) month aides shall be notified by the Board of their current contract and salary status for the following year no later than May 15<sup>th</sup>, subject to statutory and administrative code requirements.

Teachers with provisional certificates shall be notified by the Board of their current contract and salary status for the following year no later than Aug 1<sup>st</sup>, subject to statutory and administrative code requirements.

Ten (10) month aides shall be notified by the Board of their current contract and salary status for the ensuing year no later than June 1<sup>st</sup>.

### **C. LENGTH OF NOTICE**

All contracts between an employee and the Board may at any time be terminated by either party giving to the other sixty (60) days notice in writing of intention to terminate the same.

### **D. BLACK SEAL LICENSE**

Custodian and maintenance employees whose jobs require a Black Seal Boilerman's license shall be hired on a provisional basis for a period of ninety (90) days if they do not possess the license at the time of hire. If, after ninety (90) days, they have not acquired the license, their employment may be immediately terminated.

## **ARTICLE IX: VACANCIES, REASSIGNMENT AND NEW POSITIONS:**

### **ALL EMPLOYEES**

- A.** When vacancies occur, employees desiring a change in employment, classification and/or work area assignment, shall make their request in writing to the Superintendent or his/her designee.
- B.** Vacancies for positions covered by this agreement, except those filled by the transfer of an existing or RIF'D employee, shall be posted. The Association President shall be notified in writing of all postings.
- C.** The position of Mentor shall be posted according to posting procedure. In district tenured and qualified applicants will be given hiring priority over outside applicants.
- D.** The position of SkillsUSA Coordinator shall be posted and open to in house staff.

## **ARTICLE X: EMPLOYEE EVALUATION**

A. Personnel evaluations shall be performed for all employees by appropriately certified supervisors according to employees' tenure status and job description in full compliance with state law and regulations. The minimum number of evaluations for each group will be as follows:

### **1. Untenured Personnel**

- a. Certificated: three (3) evaluations per year all to occur prior to April 30<sup>th</sup>, with at least one (1) evaluation occurring each semester.
- b. Uncertificated (employed for three (3) full years or less): two (2) evaluations per year.
- c. Uncertificated (employed longer than three (3) full years): one (1) evaluation per year.

### **2. Tenured Personnel**

- a. Certificated:
  1. One (1) supervisory evaluation to occur at any time during the year.
  2. One (1) annual performance review to occur in the second semester.
- b. Non-certificated:
  1. One (1) evaluation per year to occur at any time during the year.

B. Observations involved in personnel evaluation shall be conducted openly and with full knowledge of the employee at times determined by the administration. Each evaluation shall be followed within fifteen (15) days by a conference between the supervisor and the employee at which time both shall sign the completed evaluation instrument. The staff member shall have the opportunity to submit a disclaimer to

the evaluation within ten (10) days.

- C. The evaluation instruments shall be developed by the administrative staff. An Evaluation Committee comprised of certified supervisors, instructors and administrators shall be formed for review and advisory purposes when necessary.
- D. An employee may review his/her file upon reasonable notice at any time. The employee shall have the right to submit a written statement concerning any material in the file. That statement shall be included in the file.

#### ARTICLE XI: SICK LEAVE

- A. Sick leave is defined as absence from post or duty because of personal disability due to illness or injury (non-job related) or as a result of medically documented contagious disease in the employee's immediate household.
- B. The Board retains the right to place an employee on sick leave for any of the following reasons:
1. whenever the employee's physical condition adversely affects his/her ability to continue to provide effective service
  2. the physical condition or capacity is such that the employee's health would be impaired if permitted to continue working, and if:
    - a. the employee fails to produce a certificate from a physician stating that said employee is medically able to continue work, or
    - b. the Board's physician and the employee's physician agree that said employee can not continue working, or
    - c. following any difference of medical opinion between the Board's physician

and the employee's physician, the Board requests expert consultation in which case the Cape May County Health Officer shall appoint an impartial third physician who shall examine the employee. This physician's medical opinion shall be conclusive and binding on the issue of medical capacity to continue work. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

C. Upon an employee's return from sick leave, the Board may require said employee to produce a certificate from a physician showing that said employee is capable of working. If the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph B.2.c., of this Article.

D. In charging an employee with sick leave the smallest unit to be considered will be a partial absence of up to one (1) hour either at the beginning or ending of the day, or during the work schedule. An accumulation of six of these partial absences will result in the loss of a sick day.

If an employee reports to work and becomes sick on the job he/she will be charged with half a sick day if he/she has already spent half of the time required for working a full day in his/her position. If he works for less than half the time required for a full day in his/her position he will be charged with a full day's sick leave.

E. All staff members shall report all unexpected absences and request all leave at the earliest possible time.

1. All staff members must notify the building Principal or their immediate

supervisor, or their designee, at the school by telephone before 6:30 a.m. on a day that they will be unexpectedly absent on account of personal illness. If the absence continues for more than one day notification must be given before 6:30 a.m. on each succeeding day, unless this procedure is waived by the Principal or supervisor.

2. On return, the staff member must contact the building Principal or his/her immediate supervisor at the start of the workday.
  3. Evening custodial shift shall notify their immediate supervisor, or their designee, at school by telephone two (2) hours prior to the start of their shift.
- F. Except in case of emergency, an employee who is absent (but not late) and does not notify the school by the time stipulated in E.1. and E.3. may forfeit pay for the day(s) missed.
- G. Ten (10) month employees shall be entitled to ten (10) sick days per year.
- H. Twelve (12) month employees shall be entitled to twelve (12) sick days per year.
- I. Unused sick days may accumulate from year to year with no limitations.
- J. Employees shall be notified by September 30<sup>th</sup> of each school year of unused sick days that they have accumulated and the amount of accumulated medical reimbursement available.
- K. Anyone employed after the regular starting date of his/her contract year shall be credited with sick leave on a pro-rated basis calculated at one (1) day per month. the number of days credited shall be based only on whole months to be served in the contract. Such days will be available for use upon commencing employment.
- L. Upon retirement in accordance with the pension plan or vesting under such

plan, employees will receive a sum of money equal to one third (1/3) of their daily wages at the time of termination multiplied by the accumulated number of sick days. Daily rates will be calculated in the following manner:

10 months - 1/200th

12 months - 1/240th

Retirement shall be defined as a formal application through the Board Secretary to the state pension fund for retirement allowance.

M. The sum of money paid under paragraph L above shall not exceed \$10,000.00.

N. The estate of any employee with thirteen (13) years of service in the district who becomes deceased will receive 100% of the value of accumulated sick leave.

## ARTICLE XII: EXTENDED LEAVES OF ABSENCE

### A. UNPAID LEAVES OF ABSENCE

The Board may at its discretion grant an unpaid leave of absence to an employee. The employee must request the leave, in writing, at least thirty (30) days in advance of the first day of the requested leave.

In the event that a leave of absence is granted, the Board agrees only to permit the employee to return to a position for which he/she is qualified in consideration for the promise to return to service in the district. Accrued seniority rights and/or benefits are not diminished by an employee's unpaid leave of absence, but no new rights are acquired. Time elapsed during unpaid leave of absence does not count toward accrual of tenure. An employee on unpaid leave of absence may not claim sick leave if a disability occurs during the period of the leave. The employee is

entitled to return to the district at the end of the leave time but is not entitled to a position before that time. An employee who extends the leave of absence without express authorization of the Board is no longer on leave of absence but has abandoned his/her position.

The Board reserves the right to determine whether any employee on leave is using the time in accordance with the stated purpose of the leave. Violation of the terms of the leave shall be cause for terminating it.

The employee will reaffirm to the Board his/her intent to return in writing, at least sixty (60) days before the scheduled termination of the leave. Failure to do so will be grounds for termination of employment.

The Board shall not be required to continue the leave of absence of a non-tenured employee beyond the school year for which he/she was hired or to offer tenure or a new contract.

## **B. MATERNITY LEAVE**

All leaves of absence requested or taken by employees for reasons associated with pregnancy or maternity shall be governed, as appropriate, by the sections of this contract on unpaid leaves of absence and sick leave.

During the month preceding and the month following childbirth, when the employee is presumed to be disabled, she will be entitled to accumulated sick leave benefits. Should disability occur earlier in the pregnancy or continue for more than one month following birth, the employee may use additional accumulated sick leave benefits if she presents a physician's statement attesting to her continued disability. Maternity leaves for periods where the employee is not disabled may be granted for

up to six months at the Board's discretion in accordance with the regular unpaid leave policy.

No employee will be required to take unpaid leaves of absence for pregnancy. The Board may at its discretion require periodic physician certification of the employee's continued fitness to perform her duties. Upon request, a doctor's certificate will be needed during the one (1) month period prior to and following birth as the employee is presumed to be disabled during this time.

As the Board permits employees to work until they are disabled by pregnancy, should an employee choose to take an unpaid leave prior to any actual disability, the employee will be able to receive sick leave benefits when disability does occur.

#### **C. CHILD REARING LEAVE**

A staff member shall be entitled to an unpaid leave of absence for child rearing purposes for the balance of the year in which the child is born or adopted and, if desired for the entire following school year, or at any natural break in the school year, with Board approval. The staff member will notify in writing on or before July 1<sup>st</sup> his/her intent for the following school year.

#### **D. BEREAVEMENT**

1. In case of absence for bereavement on account of the death of an employee's spouse or child, full salary shall be paid for a period up to five (5) consecutive school days.
2. In the case of absence for bereavement on account of the death of an employee's parent, sibling, in-law, grandparent, grandchild, or a member of the employee's immediate household, full salary shall be paid for a period of up to

three (3) days.

3. In the case of absence for bereavement on account of the death of a relative outside of the immediate family, full salary shall be paid for a period of up to one (1) day."

#### **E. SERIOUS ILLNESS**

1. One (1) day absence without loss of pay shall be allowed for serious illness in immediate family. No unused family sick days shall be accumulated. Immediate family is defined as father, mother, spouse, child, brother, sister, or any dependent member of the immediate household.

#### **F. MEDICAL DISABILITY LEAVE**

1. Due to a medical disability which is substantiated by a certificate from a medical doctor, a staff member may be granted an extended leave of absence without pay for up to one (1) year as may be required. If the employee has accumulated sick days on, he/she shall indicate the number of these accumulated sick days to be used prior to beginning their extended leave of absence. During the period of the staff member's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated.

During such time of medical leave of absence, the Board may, on a per case basis, continue existing health insurance and benefits for employees granted unpaid extended leaves in accordance with existing New Jersey State Guidelines.

a. The Board retains the right to place a staff member on medical leave for any one of the following reasons:

- (1) whenever the staff member's physical condition adversely affects the ability to continue to work effectively;
- (2) the physical condition or capacity is such that the staff member's health would be impaired if permitted to continue working, and if:
  - (a) the staff member fails to produce a certificate from a medical doctor stating that said staff member is medically able to continue working, or
  - (b) the Board's physician and the employee's physician agree that the said employee can not continue working, or
  - (c) following any difference of medical opinion between the Board's physician and the staff member's physician the Board requests expert consultation in which case the Cape May County Health Officer shall appoint an impartial third physician who shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the staff member and the Board.

2. When the seeking of a medical leave of absence for medical disability can be anticipated, the staff member shall file the written request for such leave with the administrator at least ninety (90) calendar days prior to the anticipated commencement date of the leave. However, in the event ninety (90) days advance

notice is not possible, the staff member shall file a written request with the administrator for such leave within seven (7) calendar days after the staff member knew of the need for the medical disability leave. The request shall indicate the anticipated date in which the leave is to terminate (if able to ascertain within reason). Written requests shall indicate the plans of the staff member upon termination of the medical disability leave as to his/her returning to work, resigning, retiring or applying for another type of leave.

- a. The commencement date of a disability leave may be adjusted by up to thirty (30) calendar days after consideration of the staff member's need(s), student's needs, and administrative feasibility. A medical disability leave's termination date may be adjusted so that return to work coincides with a marking period break.
- b. No tenured or non-tenured staff member shall be barred from returning to work after a medical disability leave on the grounds that not enough time has elapsed during the recovery time.
- c. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any staff member to produce a certificate from a physician showing that said staff member is capable of returning to work, provided that is, the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as set out in Article XII, section F.

## ARTICLE XIII: PERSONAL LEAVE

### A. PERSONAL BUSINESS DAYS

1. Employees covered under this Agreement shall be granted three (3) days of personal business leave annually. Personal business days shall not be used as vacations. Such leave shall be accumulative up to seven (7) days. Any days not used beyond seven (7) shall be added to the employee's total accumulation of sick days and considered from that point on to be sick days. The request for such leave shall receive the approval of the Superintendent. Approval or disapproval may be based upon the needs of the district.

A personal business day application shall, be made at least three (3) school days prior to the day to be taken.

2. Anyone beginning employment after the regular contract starting date for that position and up to the last three months of the fiscal school year shall also be credited with three (3) personal days for that year. Persons beginning employment within the last three (3) months of the school contract year shall be credited with one (1) personal day for that year.

3. Personal days shall not be used the day before or after a holiday, or when in the determination of the administration there would be an adverse affect upon the district; or if such usage would result in too many employees being absent on any one day; or at such times that would otherwise cause a hardship on the district (Appendix B).

a. The employee seeking a personal day shall be advised as to the response to such request prior to the day in question. If a personal leave

request is submitted one (1) month or more in advance a response will be given to the employee within three (3) days.

#### ARTICLE XIV: SABBATICALS

- A. Any employee with more than seven (7) years continuous service may apply for a sabbatical leave. Upon recommendation of the Superintendent, the Board at its discretion, may grant sabbatical leaves to qualified personnel for the purpose of study, travel or other purposes as may be approved by the Board.
- B. The employee shall apply for such leave in writing to his/her Principal no later than December 1<sup>st</sup> and shall be notified of the Board's action on the application on or before April 1<sup>st</sup> of the school year preceding the school year for which the sabbatical leave is requested. The leave shall be granted for no more than two (2) semesters.
- C. An employee on sabbatical leave shall receive as compensation, during the period of the leave one-half (1/2) of his/her regularly scheduled salary. Compensation shall be paid at the same time as other employees of his/her professional rank. An employee on sabbatical leave shall receive the scheduled increment and/or adjustments in salary and credit toward retirement the same as he/she would have received were he/she occupying his/her regular assignment. The employee on such leave shall determine with the Board Secretary in advance of beginning the leave the necessary deductions from his/her salary so as not to jeopardize pension, insurance and other benefits.

D. The number of persons receiving sabbatical leaves in any year may not exceed three (3) teachers. The number of leaves granted shall be distributed according to requests throughout the system. If the number of applications for such leaves exceed the number available, the selection shall be based upon:

1. the estimated value of the plan to the individual and to the school system
2. the amount of seniority
3. the length of time since the last sabbatical leave.

E. An employee on sabbatical leave shall report all compensation received from sources other than the Board, provided that compensation shall not include such items as allowance for travel, cost-of living adjustment for foreign service, and research or other expense in connection with the project. Should such other compensation, when added to the compensation paid by the Board, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board shall be reduced to equate the total to the amount of salary he/she would have received if on active duty provided that the compensation received resulted from said leave.

F. An employee who received a sabbatical leave shall agree to return to service at the Technical High School for a period of at least one (1) year. Should such employee fail to return to the school system upon completion of the sabbatical leave, he/she shall refund all compensation paid to him/her, by the Board, while on sabbatical.

G. Upon return from a sabbatical the employee shall be restored to a position commensurate with his/her tenure status and scope of certification.

H. A staff member on sabbatical leave shall continue to be covered by his/her present existing insurance protection.

## **ARTICLE XV: REIMBURSEMENT**

### **A. TUITION REIMBURSEMENT**

The Board agrees to pay full tuition costs for approved courses, up to six (6) credits per year, based on current fees charged by state colleges for instate residents. Persons not attending a state college will receive reimbursement based upon the current fees charged by Rowan University. Courses must be approved in advance by the Superintendent and be appropriate and/or required for teaching in a technical high school. Reimbursement will be made by the Board upon the presentation of evidence of the successful completion of the course(s), within thirty (30) days after submission. Successful completion will include attaining a grade point average of B or better in the course. In courses which are graded on a pass/fail basis, a grade of passing is necessary.

### **B. MILEAGE REIMBURSEMENT**

If a staff member is requested by the Superintendent to attend a staff development activity, he/she will be compensated for travel and fees directly related to that activity at a rate of thirty-two cents (\$.32) per mile. Effective January 1, 2007, the Board shall provide for mileage reimbursement at the IRS rate effective on January 1<sup>st</sup> of each year effective first day of the month after contract settlement. Reimbursement will be by district check with forty-five (45) days of receipt of voucher and documentation.

## **CDL REIMBURSEMENT**

If an employee obtains a CDL with P & S endorsement Class 1 bus driver's license, he/she will be reimbursed for the difference between the license and the automobile operator's license fees as set by the New Jersey Division of Motor Vehicles.

## **D. PROFESSIONAL ACTIVITY DEVELOPMENT**

The Board agrees to pay for registration fees, transportation, meals and other previously approved reasonable expenses incurred by employees per Board policy due to attendance at an out-of-district staff development activity: workshops; conferences; or similar job related meetings; or affairs at which the employee's attendance is required or mutually agreed to by the employee and Board.

## **ARTICLE XVI: SALARY**

### **A. SALARIES**

The salaries of all personnel covered by this agreement are set forth in the schedules (Appendix C) which are attached hereto and made a part of the negotiated agreement. The parties agree that the attached schedules shall be the salary guides for the term of this agreement. Should the State of New Jersey enact legislation during the term of this agreement that creates an increase in the mandatory minimum salary for teaching staff members' salaries, the only change to the attached salary guides shall be to raise applicable teaching staff members' salaries that are below that mandatory minimum salary up to that mandatory minimum salary.

## **B. NEW EMPLOYEES**

New employees may be placed on the salary guide according to their documented experience in teaching, industry (for occupational teachers and non teaching positions only), and the military. Subsequent incremental steps will be consistent with the guide.

- C. Employees will be placed on the salary guide and their subsequent incremental steps will be consistent with the guide.

## **D. PAY SCHEDULE**

1. Ten (10) month employees shall receive twenty-two (22) pays, occurring with no more than two (2) weeks between each pay period, from September 1<sup>st</sup> to June 30<sup>th</sup> with the increment effective as of September 1<sup>st</sup>.
2. Twelve (12) month employees shall receive twenty-six (26) pays, occurring every two (2) weeks, from July 1<sup>st</sup> to June 30<sup>th</sup> with the increment effective as of July 1<sup>st</sup>.
3. Pay days shall be alternate Fridays of each month unless those days fall on a scheduled school holiday, then payment shall be made on the last school district business day prior to the holiday(s). Ten (10) month staff shall receive their final check and/or checks on their last working day in June.

- E. All salary provisions are based on the premise that the employee is properly certified, and, if holding a provisional certificate, working towards regular certification.

- F. Notice to the Board concerning change or anticipated change for the purpose of reclassification on the salary guide must be made in writing to the Superintendent

prior to July 1<sup>st</sup> in order for the adjustments to become effective for that school year.

**G.** Evaluation of credits or earned degrees for salary purposes includes substantiation through official transcripts.

**H.** To be eligible to be recommended for full salary increment, the employee must begin work on or before February 1<sup>st</sup> of the contractual year. Persons who do not meet this timeline shall not be eligible for a salary increment until the conclusion of the next fiscal year.

**I. EMPLOYEE DAILY RATES**

When necessary to figure a daily rate for employees 1/200th of the annual base salary shall be used for ten (10) month employees, and 1/240th of the annual base salary shall be used for twelve (12) month employees.

**J. LONGEVITY**

Longevity will now become a function of "off guide" for all units. Upon moving off guide, longevity will be awarded in the amount of \$3,000 per employee for all units each contract year beginning in the 2006-2007 contract year.

**K. WELLNESS POOL**

When an employee has taken no sick days during the contract year, he/she will be eligible for a "wellness" payment. The amount of "wellness pool" money available for each year is: \$6,000 (2006-2007); \$7,000 (2007-2008); \$8,000 (2008-2009); which will be divided equally by all those employees who meet the attendance requirements. This payment will be made no later than July 30<sup>th</sup> of the following contract year. The lateness provisions of this Agreement (Article VII, section 6) shall apply to this benefit.

## L. SECRETARIAL CERTIFICATION

For a secretary to earn the Microsoft Office User Specialist (MOUS) certification for Microsoft Office or Microsoft Project, they must pass one (1) or more certification exams. MOUS exams provide a valid and reliable measure of technical proficiency and expertise by evaluating overall comprehension of Office or Microsoft Project applications, ability to use their advanced features, and ability to integrate the Office applications with other software applications. MOUS exams are developed and validated by industry experts and are available at over 9,000 sites worldwide.

The district will reimburse up to \$50.00 for each test taken and successfully passed. Courses are available on-line or through the ETTC after regular working hours. Re-certification is required every three (3) years or after a major software revision.

Each certification will carry with it an additional \$500.00 of pensionable income to be applicable for a given contract year; the given test must be successfully passed by October 15<sup>th</sup> of the contract year:

Certificate Program (Microsoft Office User Specialist)

Certification Tracks

Office 2000 Track

Master Certification (Word 2000 Expert, Excel 2000 Expert, Access 2000 Core).

WordPerfect - Expert User

## ARTICLE XVII: INSURANCE

### A. MEDICAL COVERAGE

1. During the lifetime of this Agreement, the Board shall continue to provide Blue Cross Blue Shield Traditional Plan with Major Medical and prescription coverage for employees and their immediate families covered under this Agreement. The Board intends to place this coverage in its own group under Blue Cross Blue Shield and a major medical carrier. (Appendix E)
2. Direct Access Plan will be the primary plan for all new hires as of September 1, 2006. Staff members who are currently covered on the Traditional Plan and were hired prior to September 1, 2006, will be maintained in that plan. They may choose to select the Direct Access Plan if they wish. If a current staff member does change from Traditional Plan to the Direct Access Plan and decides to return to the Traditional Plan, they may do so but will be required to pay the difference between the two plans. New hires may select the Traditional Plan but will be required to pay the difference between the two plans.
3. The Board reserves the right to change insurance carriers, so long as substantially similar benefits are provided.
4. Each employee shall be reimbursed for up to \$300.00 dollars of miscellaneous medical expenses in each fiscal year not otherwise covered by paragraph A. sections 1 and 2. Such reimbursements will be considered for payment twice per year, (the first two weeks in December and the first two weeks in June) through the business office. The amount not used may be carried into subsequent years.

5. Employees who have medical insurance coverage elsewhere may waive such coverage by the Board and receive \$2,500.00. If medical insurance is waived, it must be for a whole school year and may not be reapplied for until the open enrollment period of the next school year. Open enrollment applications must follow the time lines set by the medical insurance carrier.

*\$250.00*

Notice of desire to waive medical insurance shall be submitted to the business office by June 15<sup>th</sup> of the prior school year. Employees new to the district must indicate intention to waive coverage at the time of completing employment documents. Full-time personnel who waive medical insurance will receive reimbursement of \$2,500.00 on or before November 30<sup>th</sup> of the school year in which it is waived. Such reimbursement will be pro-rated based on contract length for part-time salaried personnel. Personnel who begin employment after September 1<sup>st</sup> and waive coverage will be eligible to receive reimbursement at the rate of \$150.00 per month for waiving medical insurance and be reimbursed on or before May 30<sup>th</sup> of the school year in which it is waived.

6. Medical insurance benefits for personnel on a leave of absence will be paid by the district for a period of ninety (90) days after the last day on the job or the last day of paid sick leave. After this period, the employee shall assume the costs of medical insurance under the provisions of the Consolidated Omnibus Reconciliation Act (COBRA). Payment for medical insurance costs shall be due prior to the period to be covered by the payment.

## **B. DENTAL INSURANCE**

All employees will be covered by the Delta Dental Premier Insurance Plan as of March 1, 2007. Orthodontics is included as described in plan.

## **C. VISION PLAN**

All employees will be covered by a vision rider attached to all three insurance plans as of March 1, 2007. The vision plan includes one (1) eye exam per year and a \$200.00 reimbursement for hardware per two (2) year period from the original date of purchase. Traditional Plan insured employees will be entitled to an eye exam one (1) per year to be reimbursed at the same rate as the Direct Access Plan insured employees.

## **ARTICLE XVIII: TRANSFERS**

- A.** Unless in the determination of the administration that such notice would cause a problem, employees covered under this agreement shall be given sixty (60) days advance notice of an involuntary transfer unless an emergency situation would arise that necessitates a position being filled within thirty (30) days.
- B.** In the event of an involuntary transfer, the affected employee will be granted meeting with his/her immediate supervisor to discuss the transfer. All transfers will be according to certificate and seniority.
- C.** Any employee shall be permitted to apply for a voluntary transfer.

## **ARTICLE XIX: PROTECTION OF EMPLOYEES AND PROPERTY**

- A. The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed while the employee was acting in the discharge of his/her duties within the scope of his/her employment.
- B. The Board shall protect employees through appropriate insurance regarding the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his/her employment.

### **C. CUSTODIAL/MAINTENANCE STAFF**

- 1. The Board shall provide the following for custodial/maintenance employees:
  - a. five (5) uniform work shirts per year for custodial/maintenance employees (Beginning July 2007, Custodial/Maintenance employees will be required to wear the uniform when at work unless the tasks for the day warrant other clothing as determined by the supervisor.);
  - b. weekly laundry service for the custodial/maintenance employee's uniforms;
  - c. multiple sets of rain gear in a variety of sizes to fit custodial/maintenance staff;
  - d. insulated outerwear for custodial/maintenance employees assigned to work outside;
  - e. boots, purchased one pair per year for custodial/maintenance, not to exceed \$200.00 (The district will arrange for the purchase.).
- 2. Custodial/maintenance employees shall be granted fifteen (15) minutes prior to the end of the work shift for personal clean up.
- 3. Custodial/maintenance employee's evening shift salary differential of one

\$1,000.00 per year, exclusive of the salary settlement. This will begin in the 2007-2008 year.

**ARTICLE XX: BOOKS AND OTHER INSTRUCTIONAL MATERIALS & SUPPLIES**

- A. A petty cash fund shall be established in the school building for use in purchasing incidental supplies for classroom instructional use. With the prior approval of immediate supervisor, a teacher may make expenditures from this fund. The teacher shall be reimbursed upon presentation of a paid receipt for such expenditures to the Principal.

**ARTICLE XXI: TEACHER - ADMINISTRATION COUNCIL**

The Teacher-Administration Council shall be established and shall meet with the Superintendent no later than the second Wednesday in October of each school year and on the second Wednesday of February. More meetings may be scheduled from time to time thereafter as the need arises. The Council shall consist of five (5) representatives selected by the Association and three (3) persons appointed at large by the Superintendent. The purpose of the council is to periodically review and discuss local school matters and practices as well as administrative procedure and policy.

## ARTICLE XXII: MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. It is understood that the maintenance of classroom control is considered to be the responsibility of each individual teacher.
- B. However, if in the judgment of a teacher, a student is, by his/her behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily exclude the student from the classroom with a written note, and refer him/her to the next higher authority.
- C. Teachers shall be responsible for the supervision of school property and for school materials assigned to them. Any loss or damage to such property or materials shall be reported as soon as discovered by the teacher.

## ARTICLE XXIII: IN-SERVICE

Items for potential in-service topics or meetings may be submitted by an employee to the Professional Development Committee.

## ARTICLE XXIV: MANAGEMENT RIGHTS

The parties agree, except as expressly set forth in this agreement, that the Board retains all rights, sources and authority to manage the affairs of the school district, and to control and direct the activities of the district employees during their hours of employment.

## ARTICLE XXV: EXTRACURRICULAR ACTIVITIES

A. Coaches shall be observed a minimum of one (1) time per sport season and co-curricular advisors shall be observed a minimum of one (1) time per year.

1. Coaches will not receive payment of coaching salary until all equipment, uniforms, or other miscellaneous materials have been accounted for by the assistant principal/Athletic Director and all other terms of the coaching agreement have been satisfactorily completed.

2. The Athletic Trainer shall be paid at the end of each individual sport season worked.

3. The Cheerleading Coach will be included with all other coaches on the Extracurricular Compensation Schedule (Appendix D) for the same dollar amount.

B. Payment to personnel accepting extracurricular activity assignments shall be as set forth in the Extracurricular Schedule hereto attached.

C. Personnel assigned extracurricular responsibilities shall remain in the position until the end of the extracurricular event.

D. Teachers accepting year long activities positions shall receive forty (40) percent of the stipend in December and sixty (60) percent with their last pay in June.

## ARTICLE XXVI: REPRESENTATIVE FEE

### A. PURPOSE OF FEE

If an employee, certificated and non-certificated employees of the Board represented by the Association in the negotiating unit (Article 1), does not become a

member of the Association during any membership year, (i.e., from September 1<sup>st</sup> to the following August 31<sup>st</sup>) which is covered in whole or in part by this Agreement, the employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

#### **B. AMOUNT OF FEE NOTIFICATION**

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee paid by nonmembers will be determined by the Association in accordance with the law.

#### **C. DEDUCTION AND TRANSMISSION OF FEE**

##### **1. NOTIFICATION**

On or about the 15<sup>th</sup> of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1<sup>st</sup> of each year the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.

##### **2. PAYROLL DEDUCTION SCHEDULE**

The Board will deduct from the salaries of the employees referred to in section C 1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

##### **3. TERMINATION OF EMPLOYMENT**

If an employee who is required to pay a representation fee terminates

his/her or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to the employee during the membership year in question.

#### **4. MECHANICS**

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

#### **5. CHANGES**

The Association will notify the Board in writing of any changes in the list provided for in section C 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

#### **6. NEW EMPLOYEES**

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any changes in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

#### **D. INDEMNIFICATION**

The Association shall indemnify and hold employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of and action taken or not taken by the employer in conformance with this provision.

#### **ARTICLE XXVII: DURATION OF AGREEMENT**

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall be effective as of the date of signing this Agreement and shall continue in effect from, July 1, 2006, to June 30, 2009, and subject to the Association's right to negotiate over a successor Agreement as provided in Article II.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year written below.

**CAPE MAY COUNTY TECHNICAL HIGH SCHOOL EDUCATION ASSOCIATION**

President

Secretary

Date

**BOARD OF EDUCATION OF THE CAPE MAY COUNTY TECHNICAL HIGH SCHOOL**

President

Secretary

Date

## APPENDIX A

### GRIEVANCE FORM (cont.)

STEP 3 Date received \_\_\_\_\_ Date Answered \_\_\_\_\_ (within 10 days)

Disposition: \_\_\_\_\_ Denied \_\_\_\_\_ Granted \_\_\_\_\_

Reason(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I am not satisfied with the outcome of **STEP 3** and wish to proceed to **STEP 4**

Grievant's signature \_\_\_\_\_ Date: \_\_\_\_\_  
(within 15 school days)

\*\*\*\*\*

STEP 4 Date received \_\_\_\_\_ Board hearing date \_\_\_\_\_ (within 40 school days)

Date answered \_\_\_\_\_ (within 40 school days of hearing)

Reason(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature of Grievance Committee Chairperson

The Grievant is not satisfied with the outcome of **STEP 4** and the Association wishes to Proceed to arbitration (within 12 school days)

Date: \_\_\_\_\_

Signature of Association President or Designee

## APPENDIX A

### GRIEVANCE FORM (cont.)

STEP 3 Date received \_\_\_\_\_ Date Answered \_\_\_\_\_ (within 10 days)

Disposition: \_\_\_\_\_ Denied \_\_\_\_\_ Granted \_\_\_\_\_

Reason(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I am not satisfied with the outcome of **STEP 3** and wish to proceed to **STEP 4**

Grievant's signature \_\_\_\_\_ Date: \_\_\_\_\_  
(within 15 school days)

\*\*\*\*\*

STEP 4 Date received \_\_\_\_\_ Board hearing date \_\_\_\_\_ (within 40 school days)

Date answered \_\_\_\_\_ (within 40 school days of hearing)

Reason(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature of Grievance Committee Chairperson

The Grievant is not satisfied with the outcome of **STEP 4** and the Association wishes to  
Proceed to arbitration (within 12 school days)

Date: \_\_\_\_\_

Signature of Association President or Designee

## APPENDIX B

**3-part form (found in the 100 & 300 Main Offices)**

**CAPE MAY COUNTY TECHNICAL SCHOOLS  
188 Crest Haven Road  
Cape May Court House, New Jersey 08210**

Manager's Initials \_\_\_\_\_

**PERSONAL DAY**

**or**

**VACATION DAY**

Name \_\_\_\_\_

Position \_\_\_\_\_

I am requesting the following date(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's signature \_\_\_\_\_

Date \_\_\_\_\_

Superintendent's signature \_\_\_\_\_

Date \_\_\_\_\_

Approved       Disapproved     

**FORMS MUST BE RECEIVED BY THE SUPERINTENDENT (VIA MANAGER) THREE (3) DAYS PRIOR TO THE DAY REQUESTED.**

White copy to personnel office/Yellow copy to manager/Pink copy to originator